

AWARD/CONTRACT		1. THIS CONTRACT IS NOT A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 24 PAGES		
2. CONTRACT (Proc. Inst. Ident.) NO. DTFH61-12-D-00019		3. EFFECTIVE DATE 7/12/2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 28-30-2003			
5. ISSUED BY DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION OFFICE OF ACQUISITION MANAGEMENT 1200 NEW JERSEY AVENUE, SE WASHINGTON, DC 20590-0001		CODE HAAM-30	6. ADMINISTERED BY (If other than item 6) SAME AS BLOCK #5				
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Booz Allen Hamilton Inc 8283 Greensboro Drive McLean VA 22102				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> FOB DESTINATION			
				9. DISCOUNT FOR PROMPT PAYMENT NONE			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM SEE SECTION G.11		
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR SEE SECTION F		CODE	12. PAYMENT WILL BE MADE BY FHWA P.O. Box 268865 Oklahoma City OK 73126-8865				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2302 <input type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA 15X0432060-0000-0284320600-28300000000-25100-61006600-\$10,000					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT	15F. AMOUNT		
	Program Management & Project Sponsor Technical Assistance (PM & PSTA) USDOT Surface Transportation Project Finance Center				See SECTION B		
15G. TOTAL POTENTIAL AMOUNT OF CONTRACT					\$1,056,842.00		
16. TABLE OF CONTENTS							
(✓)	SEC	DESCRIPTION	PAGE(S)	(✓)	SEC	DESCRIPTION	PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19B. NAME OF CONTRACTOR [REDACTED]				20A. NAME OF CONTRACTING OFFICER Charles M. Kotch			
19C. DATE SIGNED 7/11/12				20B. UNITED STATES OF AMERICA BY Charles M. Kotch (Signature of Contracting Officer)			
(Signature of person authorized to sign)				20C. DATE SIGNED 7/12/2012			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, equipment and personnel, and shall perform all services necessary to provide non-personal "Program Management & Project Sponsor Technical Assistance (PM & PSTA) for the United States Department of Transportation Surface Transportation Project Finance Center."

This is an Indefinite-Delivery-Indefinite-Quantity (IDIQ) contract utilizing cost-plus-fixed-fee (CPFF), time and materials (T&M), and/or firm-fixed-price (FFP) Task Orders in accordance with FAR 16.500

In accordance with the table below, the maximum potential value of all orders placed against this contract shall not exceed the amount of **\$1,056,842** over 36 months. The distribution of this amount between cost/price and fee/profit shall be determined based upon the individual task orders awarded. The guaranteed minimum is \$10,000 for the entire period of performance. Total number of technical assistance task orders and subsequent program management task orders are based on Subject to Availability funding.

Any travel and per diem is included within the total ceiling price of the contract, as stated above. Travel and Per Diem is estimated at **\$10,000 per year, for a total of \$30,000 for the duration of the award.**

IDIQ MINIMUM AND MAXIMUM AMOUNTS

Supplies/Services	Maximum Amount	Minimum Amount
PM& PSTA	<i>\$1,052,842.00</i>	\$10,000

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK

OBJECTIVE

The objective of this contract is to provide two types of services in support of the establishment and operation of a Surface Transportation Project Finance Center (PFC). The Contractor shall provide, first, program management support to the FHWA and DOT operating administrations as they review and select projects for technical assistance and, second, the technical assistance itself to project sponsors – typically state and local government applicants – as they develop funding and financing alternatives for critical transportation investments facing resource challenges.

SCOPE OF WORK

DELINEATION OF CONTRACTOR TASKS

In order to meet the objective of this contract and as directed by the Government through the issuance of specific task orders, the Contractor shall perform the following tasks:

Program Management Services

The DOT views the initial activities of the PFC as determining the “proof of concept” of directing assistance to specifically targeted projects. Although it seeks to build a sustainable PFC that shall provide meaningful project support, the DOT expects that this effort shall succeed only to the extent that it can adapt to new and/or unforeseen issues arising from empirical practice. A key role for the Contractor, therefore, shall be to provide feedback to the DOT operating administrations and project sponsors throughout the contract period. Specific program management services include, but are not limited to:

- **Review an initial project cohort identified by the DOT for potential technical assistance.** With review of applicants for discretionary funding in FY 2012, the DOT expects to identify a cohort of significant transportation projects that (although not receiving awards) offer the potential for advancement via project finance strategies. The Contractor shall review this cohort and recommend their priority for technical assistance. Projects identified via other DOT financial assistance programs may also be forwarded to the Contractor for review. All decisions regarding priority for PFC assistance will be made solely by the DOT.
- **Develop criteria and protocol for subsequent rounds of project selection.** The DOT recognizes that a systematic and transparent evaluation process (highly valued by the OIG, GAO and Congress) presents the sustainable path forward for the PFC. Based on the experience of reviewing the initial project cohort, the Contractor shall develop a recommended approach for PFC organization, protocol and selection criteria that can be applied to subsequent project selection efforts.
- **Identify issues and solutions facing PFC technical assistance engagements.** The DOT is aware that the PFC model – providing strategic financial advice to applicants for DOT financial assistance – marks a departure from business as usual. As a result, issues such as fiduciary representation, conflicts of interest, confidentiality, etc., will need careful attention in every project circumstance. The Contractor shall recommend for DOT approval a general policy to guide project engagements.
- **Develop measurements for PFC performance.** As described above, a project’s selection for PFC assistance confers no priority on subsequent applications for DOT financial assistance programs. Indeed, circumstances such as State and local legislation, debt policy or bond covenants may impose obstacles to otherwise

feasible project finance plans. "Success," therefore, might not be measurable by such straightforward means as whether the project receives DOT financial assistance. The Contractor could develop recommended criteria with which the DOT may measure the effectiveness of this initiative.

- **Research issues identified during project engagements.** An initiative such as the PFC offers tremendous potential for knowledge transfer among public sector stakeholders. Issues encountered during specific project engagements may often have general applicability. The contractor shall recommend and conduct research on such issues of general interest to the transportation finance community. Disseminating the research products shall occur through the resources of existing DOT programs and offices such as FHWA's OIPD and FTA's New Starts and Small Starts programs.

Project Sponsor Technical Assistance Services

For those projects selected for technical assistance, the Contractor first would develop a proposal for services appropriate to the project sponsor's specific circumstances. The engagement shall emphasize strategic advice over detailed tasks. For instance, assisting a project sponsor to investigate tolling as a revenue strategy might involve writing the scope of work for a traffic and revenue study and then interpreting the results – not performing the study itself. The Contractor must combine strategic vision with first-hand experience in identifying and estimating potential project revenues (e.g. user charges, dedicated taxes, etc.), attracting financing sources (e.g. grants, debt, equity), and assessing the risks particular to each opportunity. Finally, the Contractor will not, as part of the PFC engagement, assist the sponsor to prepare or submit an application for Federal financial assistance for the project. Specific technical assistance tasks may include, but are not limited to:

- **Assess revenue opportunities.** The typical project finance plan is predicated on access to dedicated revenues, such as taxes or user charges, in order to obtain financing. The Contractor shall work with the project sponsor to identify and evaluate potential revenue sources. As noted above, this may require the project sponsor to obtain additional expert services in areas such as forecasting economic growth, or traffic and revenue, which may be overseen but not performed by the Contractor.
- **Assess financing sources.** Dedicated revenues provide potential investor return, fixed or unlimited. The Contractor shall work with the project sponsor to identify and evaluate potential financing sources, both debt and equity. Sources of debt would include, but not be limited to, municipal bonds, commercial bank loans, and Federal lending programs such as TIFIA and RRIF. Sources of equity would include, but not be limited to, private infrastructure investment funds and public employee pension funds.

- **Assess government financial assistance sources.** Many projects that obtain financing via dedicated revenues also utilize public grants for a portion of total costs, as these subsidies are often essential for reducing the financing target to a manageable size. The Contractor shall work with the project sponsor to identify and evaluate potential government sources – whether local, State or Federal – of grant assistance.
- **Assess credit risks and propose appropriate mitigation.** Dedicated revenues often depend on the commencement of project operations, which can begin only upon substantial completion of construction. Whether subject to schedule delay, economic downturn, traffic diversion or other risks, the project should expect to receive intensive scrutiny from finance providers and credit rating agencies. The Contractor shall work with the project sponsor to identify and evaluate the most significant project risks and develop structural approaches (e.g. bond covenants, coverage ratios, back-up revenue pledges) to mitigate the risks. This effort may require interaction with potential lenders, rating agencies and legal counsel. If needed, the project sponsor, not the PFC consultant, would engage legal counsel directly.
- **Prepare and present pro forma financial plans.** The results of the technical assistance tasks described above are typically quantified via a computer-based model that allows for multiple iterative analyses. The Contractor shall work with the project sponsor to develop a quantitative model to analyze the feasibility of financial options for the project. The Contractor shall assist the project sponsor to present the recommended financial plan to the US DOT.

SECTION D - PACKAGING AND MARKING

PACKAGING

Preservation, packing, and packaging of items for shipment shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

SHIPMENT AND MARKING/ F.O.B. POINT

The f.o.b. point for all items, unless otherwise directed by the Government, shall be as follows:

Ship to:

Federal Highway Administration
Innovative Delivery Program Office/HIN
1200 New Jersey Ave., SE
Washington, DC 20590

Mark for: Mark Sullivan

The Contractor shall mark each shipment with the company name, this contract number, the item identification, quantity of items, and notice of partial or final delivery.

All items shall be shipped f.o.b. destination.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.acquisition.gov/far

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

SECTION F - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before 36 months from the effective date of the contract. However, any task orders issued prior to the expiration date of this contract and not completed within the period of performance of the contract shall be completed by the Contractor within the time specified under the task order. The Contractor is required to abide by the terms and conditions of this contract until the conclusion of the performance of each task order issued hereunder. The period of performance for each task order will be specified within the task order document.

CONTRACT MINIMUM/MAXIMUM

The Government will place a minimum order value of \$10,000 over the contract period of performance.

PLACE OF DELIVERY

The monthly progress reports (See Section G), and other deliverables as specified by individual task orders shall be delivered via email to the COR at the following email address:

Mark.sullivan@dot.gov

The monthly progress reports shall also be delivered via email to the Contract Specialist at the following email address:

Charles.kotch@dot.gov

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.acquisition.gov/far

52.242-15 STOP-WORK ORDER (AUG 1989)

52.247-34 F.O.B DESTINATION (NOV 1991)

SECTION G - CONTRACT ADMINISTRATION DATA

TASK ORDER PROCEDURES

All funds expended under this contract shall be incurred and accounted for under individual task orders. All task orders (TOs) are subject to the terms and conditions of this contract.

The following ordering procedures apply to all task TOs issued under this contract. Any supplies/services to be furnished under this contract will be ordered by issuance of written TOs. TOs shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition:

- (a) Only an authorized FHWA Contracting Officer can issue a TO under this contract.
- (b) All TOs are subject to the terms and conditions of the contract. In the event of conflict between a TO and the contract, the contract will take precedence.

- (c) All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal shall not be billable as direct contract expenses.
- (d) The Contracting Officer will issue Task Order Proposal Requests (TOPRs) to the Contractor. Each TOPR will indicate the objective or results desired by the Government. This objective will be within the scope, period, and maximum value of the contract. The TOPR may be issued by electronic means. Each TOPR will indicate the desired TO type, the due date for proposal submission, the estimated level of effort (if applicable), any Government estimates for equipment and/or travel, any special requirements, and any additional selection criteria not specifically identified in the Task Order Selection Criteria clause below.
- (e) Upon receipt of a TOPR, the Contractor shall prepare a written task order proposal. The Contractor shall submit one electronic copy of the task order proposal to the Contracting Officer and one electronic copy to the COR. The task order proposal shall include, as a minimum, the following information:
 - (1) A discussion of the task order objective demonstrating the Contractor's understanding of the desired outcome and compliance with **OCI Avoidance/Mitigation Plan**.
 - (2) A concise work plan for achieving the task order objectives that clearly demonstrates the Contractor's understanding of and planned approach to the problem
 - (3) A performance schedule that provides the following information:
 - i. Planned accomplishments/milestones
 - ii. Anticipated problems or challenges
 - iii. Planned solutions to anticipated problems or challenges
 - (4) Qualifications of the proposed staff, including any proposed subject matter expert consultants.
 - (5) Identification of those responsible for preparation of the task order plan.
 - (6) A detailed cost/price proposal, including:
 - i. Proposed level of effort and labor categories
 - ii. The corresponding labor rates
 - iii. Other Direct Costs as applicable (materials, travel, etc)
 - iv. Applicable indirect rates
 - v. Rate of fixed fee/profit
- (f) Proposals shall be delivered, on or before the due date, both to the COR and to the Contract Specialist at the following email addresses:
 Attn: mark.sullivan@dot.gov
 Attn: charles.kotch@dot.gov

- (g) All task order proposals will be evaluated in accordance with the clause, Task Order Selection Criteria.
- (h) Upon selection/acceptance of a task order proposal, the Contracting Officer shall execute a Task Order. This Task Order will contain, as a minimum, the following information:
 - 1) Name and signature of Contracting Officer
 - 2) Task Order Number and Contract Number
 - 3) Effective Date of Task Order
 - 4) Task Order subject and description of Work (including deliverables)
 - 5) Period of Performance
 - 6) Total Amount of Task Order
 - 7) Accounting Data
 - 8) Reporting Requirements
 - 9) Work Plan
- (i) No work will be performed and no payment will be made except as authorized by a properly executed TO.
- (j) The Limitation of Funds or Limitation of Costs clauses will apply to any cost-plus-fixed-fee task order individually. Therefore, the Contractor is required to notify the Contracting Officer by each individual task order in accordance with clauses 52.232-22, Limitation of Funds, and 52.232-21, Limitation of Costs, as applicable. Any questions please contact the Contracting Officer.

NOTE: The type of task orders issued will vary based on the nature of the work requested and the Contracting Officer's determination.

TASK ORDER SELECTION CRITERIA

The FHWA anticipates that the following elements will be the standard criteria for awarding individual task orders: technical merit, adequacy of proposed staffing, past performance and cost/price in relation to task order requirements. Each task order will indicate any changes or additions to standard criteria. The order of importance for the factors will be identified in each individual task order proposal request.

PAYMENT COST REIMBURSEMENT TASK ORDERS

- (a) The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Part 31.2 of the Federal Acquisition Regulation in the not-to-exceed amount of \$970,432.00 subject to the Limitation of Funds Clause.

- (b) For cost-plus-fixed-fee task orders, the Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. A statement of costs incurred by the Contractor in the performance of cost-plus-fixed-fee task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim payment request. Each monthly interim payment request shall be submitted in accordance with "The FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the Contracting Officer is required if the Contractor wishes to use a different payment request format.
- (c) In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the Contracting Officer that the Contractor is making adequate progress toward successful contract completion.
- (d) Final invoice payment shall be made upon the Contracting Officer's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.
- (e) The actual amount of fixed fee payable under this IDIQ contract will be established through the issuance of any cost-plus-fixed-fee task orders under the contract. The Contractor may request payment of fixed fee, by submission of an invoice. The Government will pay the fixed fee amount for each Task Order based on the Contracting Officer's determination that work in progress has been accomplished under the Task Order.

PAYMENT OF FIRM FIXED PRICE TASK ORDERS

For firm-fixed-price task orders, unless otherwise specified in the individual task order, the Contractor may request payment for the firm-fixed-price specified in the task order upon the Government's acceptance of all work under that task order. Satisfactory completion and acceptance of the task order will be made by the Contracting Officer.

INDIRECT COSTS (COST PLUS FIXED FEE TASK ORDERS)

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the approved provisional billing rates established in DCMA letter dated March 26, 2012. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they

do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

LABOR ESCALATION

The aggregate escalation of direct labor rates for all personnel billed under this contract shall not exceed ■ per year, during the period of performance.

INVOICING REQUIREMENTS

A proper invoice includes the following information:

1. Name of the business concern, invoice date and number (sequential numbering of invoices under each Task Order is required).
2. Task Order number
3. Service being invoiced
4. Amount of current invoice
5. If cost reimbursement, breakdown of costs by cost element (i.e. labor, overhead, ODCs, travel, fee, etc...)
6. Signature of an authorized official, certifying that the invoiced amounts are proper.
7. Taxpayer Identification Number
8. Date of delivery or servicer

The cumulative amount billed to date, and supporting documentation for travel and per diem or other reimbursable costs should be displayed on subsequent pages of the invoice.

Submit all invoices to the following invoice address:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (i) "Invoice No. #
 - (ii) Contract/Agreement Number
 - (iii) Name of your Company/Organization."
 - (iv) Attention: *To be filled in at time of award*

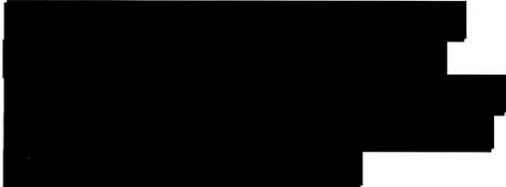
Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company –
Attention: John Doe

All invoices, regardless of submission method, must identify the Contract Specialist as the invoicing point of contact.

NOTE: Each task order shall be invoiced individually with discrete numbering and tracking of costs.

SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

The requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:



Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

TRAVEL AND PER DIEM

Travel will be reimbursed in accordance with the Federal Acquisition Regulation (FAR), and the current Federal Travel Regulations (FTR) which are promulgated at 41 CFR, Chapters 300 to 304 and viewable at www.gsa.gov/federaltravelregulation. The FTR implements statutory requirements and Executive branch policies for travel by federal civilian employees and others authorized to travel at government expense. The total travel costs shall not exceed the amounts negotiated at the contract or task order level without express written approval of the Contracting Officer. The following issues are summarized below to ensure a thorough and consistent understanding:

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer. **Fee is not authorized for travel and per diem expenses.**

Approved per diem rates and POV mileage reimbursement rates are located at www.gsa.gov/perdiem.

NOTE: Most "economical form of transportation available" includes nonrefundable tickets for travel unless the task order specifically states that the travel date(s) is tentative only.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work delivered under this contract.

(b) The Contracting Officer has designated Mark Sullivan as the Contracting Officer's Representative (COR). The COR's responsibilities will include technical monitoring of the Contractor's performance and inspecting and accepting deliveries under the contract. The COR will be appointed in writing, at which time ALL of the responsibilities of the COR will be detailed, and a copy of the appointment memorandum will be furnished to the Contractor. Any changes to the COR delegation will be made in writing, either by changes to the existing memorandum, or by issuance of a new appointment memorandum. Copies of any changes will be provided to the Contractor.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to any modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed, or issue any order causing the Contractor to stop work;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

KEY PERSONNEL

The Contractor has designated the following as the key personnel under this contract:

Position	Personnel
Sr. Task Lead PM	[REDACTED]

In the event that the key personnel become unavailable to continue in the performance of this contract, the appointment of a replacement shall be subject to prior written approval of the Contracting Officer.

CONTRACTOR SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any Contractor personnel. The Contractor's Program Manager for this Contract is [REDACTED], who shall communicate with the COR to determine the Government's work requirements as set forth in the Statement of Work and shall assure that these requirements are fulfilled. In the event the designated Project Manager is incapacitated due to illness or injury or otherwise is to be removed by the Contractor during the contract performance, replacement of the incumbent Project Manager shall be subject to the approval of the CO.

NON-PERSONAL SERVICES CONTRACT

This contract is a "non-personal services contract" as defined in the FAR Subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees, consultants and subcontractors:

- (1) Shall perform the services specified herein as independent Contractors, not as employees of the Government.
- (2) Shall be responsible for their own management and administration of the work required, and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract.
- (3) Shall be free from any direct or indirect supervision or control by any Government employee with respect to the manner or method of performance of the services specified.
- (4) Shall, pursuant to the government rights under contract clauses such as "Inspection," and "Key Personnel" comply with such general direction of authorized Government employees as is necessary and appropriate to ensure accomplishment of the contract requirements and objectives.

RESTRICTIONS AND STANDARDS OF CONDUCT

The Contractor and his/her employees shall conduct only business covered by this contract during periods paid for by the FHWA and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

MONTHLY PROGRESS REPORTS

Monthly progress reports shall be made on the basis of each task order issued under this contract. However, the Contractor shall submit the compiled reports for all concurrent task orders as one submission. The Contractor shall furnish one electronic copy of a monthly report (see sample format in Section J) to the COR and one electronic copy to the Contract Specialist on or before the 15th of the month following the month being reported.

Each report shall contain concise statements covering the activities relevant to each task order, which shall be covered individually:

- (a) A clear and complete account of the work performed during the month reported.
- (b) An outline of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of the individual task order within the time and fiscal constraints as set forth in the task order, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A tabulation of the planned, actual and cumulative hours expended by the personnel identified in the task order.

Additional reporting requirements may be included at the task order level.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PROCUREMENT AUTHORITY

FHWA is the only agency authorized to place orders under this contract, or to modify, suspend, or terminate this contract. The FHWA Office of Acquisition Management Contracting Officer is the only individual within FHWA authorized to perform this function.

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE – CONTRACTOR PERFORMANCE EVALUATIONS

- a. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
- b. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 30 calendar days to respond. Contractor response is voluntary. If the contractor does not respond within 30 days, the Government will presume that the contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
- c. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

FHWA utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations.

The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. The Architect-Engineer Contract Administration Support System (ACASS) module assesses performance on Architect-Engineer contracts. The Construction Contractor Appraisal Support System (CCASS) module assesses performance on Construction contracts. CPARS reference material can be accessed at <http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the FHWA Contract Specialist registers the contract in CPARS, the contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the contractor with a User ID if the person does not already have a CPARS User ID.

Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS. Contractors may access evaluations at www.cpars.csd.disa.mil for review and comment in CPARS.

UNAUTHORIZED USE AND DISCLOSURE OF PROPRIETARY INFORMATION

To the extent that the work under this Contract requires access to proprietary data, the Contractor shall protect such data from unauthorized use. This refers to either Government or other confidential financial or business information.

ACCESS TO SENSITIVE INFORMATION BY CONTRACTOR EMPLOYEES

Work under this contract may involve access to sensitive information* which shall not be disclosed by the Contractor unless authorized by the Contracting Officer. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the Contracting officer.

The Contractor shall ensure that Contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.

The Contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer, and one copy to the COR.

PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION

The contract resulting from this solicitation will contain FAR clause 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration." All Contractors receiving payments under FHWA contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database. The CCR is a Department of Defense (DOD) web-based repository of Contractor information. The Electronic Funds Transfer information in the CCR must be accurate in order for Contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts.

Interested offerors should read and understand the requirements of FAR 52.232-33. The successful offeror must register in the CCR before submitting any invoices or contract financing instruments to the FHWA, and must maintain current, updated information in CCR throughout the performance period of the contract. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

*******ALERT***** FRAUDULENT CCR LETTERS*******

Recently, current U. S. Department of Transportation (DOT) Contractors and potential Contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential Contractors register in the DOD CCR. If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, Contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov/> or <http://www.ccr.gov/index.cfm>.

PART II

SECTION I - CONTRACT CLAUSES

FH.1 Printing Restrictions

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. **Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far>**

52.202-1 DEFINITIONS (JAN 2012)**52.203-3 GRATUITIES (APR 1984)****52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)****52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT
(SEP 2006)****52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)****52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)****52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997)****52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (OCT 2010)****52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
(APR 2010)****52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

Fraud <http://www.oig.dot.gov/sites/dot/files/OIG-generic-2.pdf>

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER
CONTENT PAPER (MAY 2011)****52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)**

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)**
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)**
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2011)**
- 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)**
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)**

(a) *Invoicing.*

(3) The designated payment office will make interim payments for contract financing on the 30th day

52.216-8 FIXED FEE (JUN 2011)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract thru a 36 month term.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order in excess of the maximum dollar value of the contract;

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **12 months from the end date of the period of performance of this contract**].

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -
ALTERNATE
II (OCT 2001)**

52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999)

**52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—
DISADVANTAGED STATUS AND REPORTING (DEC 2010)**

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) overtime premium does not exceed \$0

- 52.222-3 **CONVICT LABOR** (JUN 2003)
- 52.222-21 **PROHIBITION OF SEGREGATED FACILITIES** (FEB 1999)
- 52.222-26 **EQUAL OPPORTUNITY** (MAR 2007)
- 52.222-35 **EQUAL OPPORTUNITY FOR VETERANS** (SEP 2010)
- 52.222-36 **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES**
 (OCT 2010)
- 52.222-37 **EMPLOYMENT REPORTS ON VETERANS** (SEP 2010)
- 52.222-40 **NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL
LABOR RELATIONS ACT** (DEC 2010)
- 52.222-50 **COMBATING TRAFFICKING IN PERSONS** (FEB 2009)
- 52.222-54 **EMPLOYMENT ELIGIBILITY VERIFICATION** (JAN 2009)

be (c) *Web site.* Information on registration for and use of the E-Verify program can
 obtained via the Internet at the Department of Homeland Security Web site:
 <http://www.dhs.gov/E-Verify> .

- 52.223-6 **DRUG-FREE WORKPLACE** (MAY 2001)
- 52.223-18 **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT
MESSAGING WHILE DRIVING** (AUG 2011)
- 52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** (JUN 2008)
- 52.227-1 **AUTHORIZATION AND CONSENT** (DEC 2007)
- 52.227-2 **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT** (DEC 2007)
- 52.227-14 **RIGHTS IN DATA--GENERAL** (DEC 2007)
- 52.228-7 **INSURANCE--LIABILITY TO THIRD PERSONS** (MAR 1996)
- 52.229-4 **FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL
ADJUSTMENTS)** (APR 2003)

- 52.230-2 **COST ACCOUNTING STANDARDS** (OCT 2010)
- 52.230-3 **DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES** (OCT 2008)
- 52.230-6 **ADMINISTRATION OF COST ACCOUNTING STANDARDS** (JUN 2010)
- 52.232-7 **PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS** (FEB 2007)
- 52.232-8 **DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
- 52.232-17 **INTEREST** (OCT 2010)
- 52.232-20 **LIMITATION OF COST** (APR 1984)
- 52.232-22 **LIMITATION OF FUNDS** (APR 1984)
- 52.232-23 **ASSIGNMENT OF CLAIMS** (JAN 1986)
- 52.232-25 **PROMPT PAYMENT** (OCT 2008)
- 52.232-25 **PROMPT PAYMENT – (OCT 2008) ALTERNATE I** (FEB 2002)
- 52.232-33 **PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION** (OCT 2003)
- 52.233-1 **DISPUTES** (JUL 2002)
- 52.233-3 **PROTEST AFTER AWARD** (AUG 1996)
- 52.233-4 **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004)
- 52.242-1 **NOTICE OF INTENT TO DISALLOW COSTS** (APR 1984)
- 52.243-2 **CHANGES—COST-REIMBURSEMENT** (AUG 1987)
- 52.242-3 **PENALTIES FOR UNALLOWABLE COSTS** (MAY 2001)
- 52.242-4 **CERTIFICATION OF FINAL INDIRECT COSTS** (JAN 1997)
- 52.242-13 **BANKRUPTCY** (JUL 1995)
- 52.243-1 **CHANGES--FIXED-PRICE** (AUG 1987) -- **ALTERNATE III** (APR 1984)

- 52.243-3 CHANGES—COST REIMBURSEMENT (AUG 1987) – ALTERNATE I (APR 1984)
- 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
- 52.244-2 SUBCONTRACTS (OCT 2010)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- 52.245-1 GOVERNMENT PROPERTY (AUG 2010)
- 52.245-9 USE AND CHARGES (AUG 2010)
- 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) -- ALTERNATE I (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

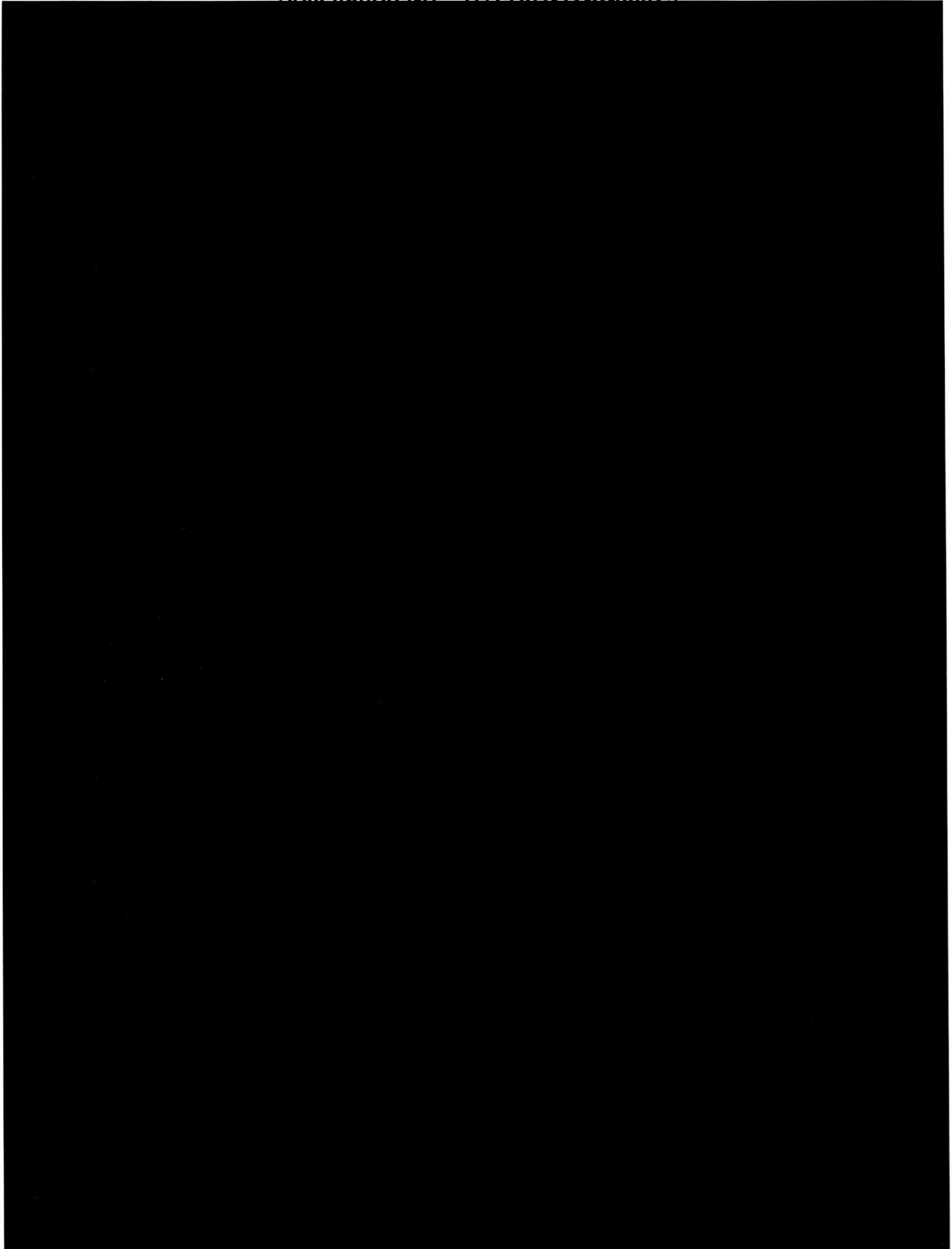
II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CHAPTER 12) CLAUSES

- 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)
- 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)
- 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (APR 2005)

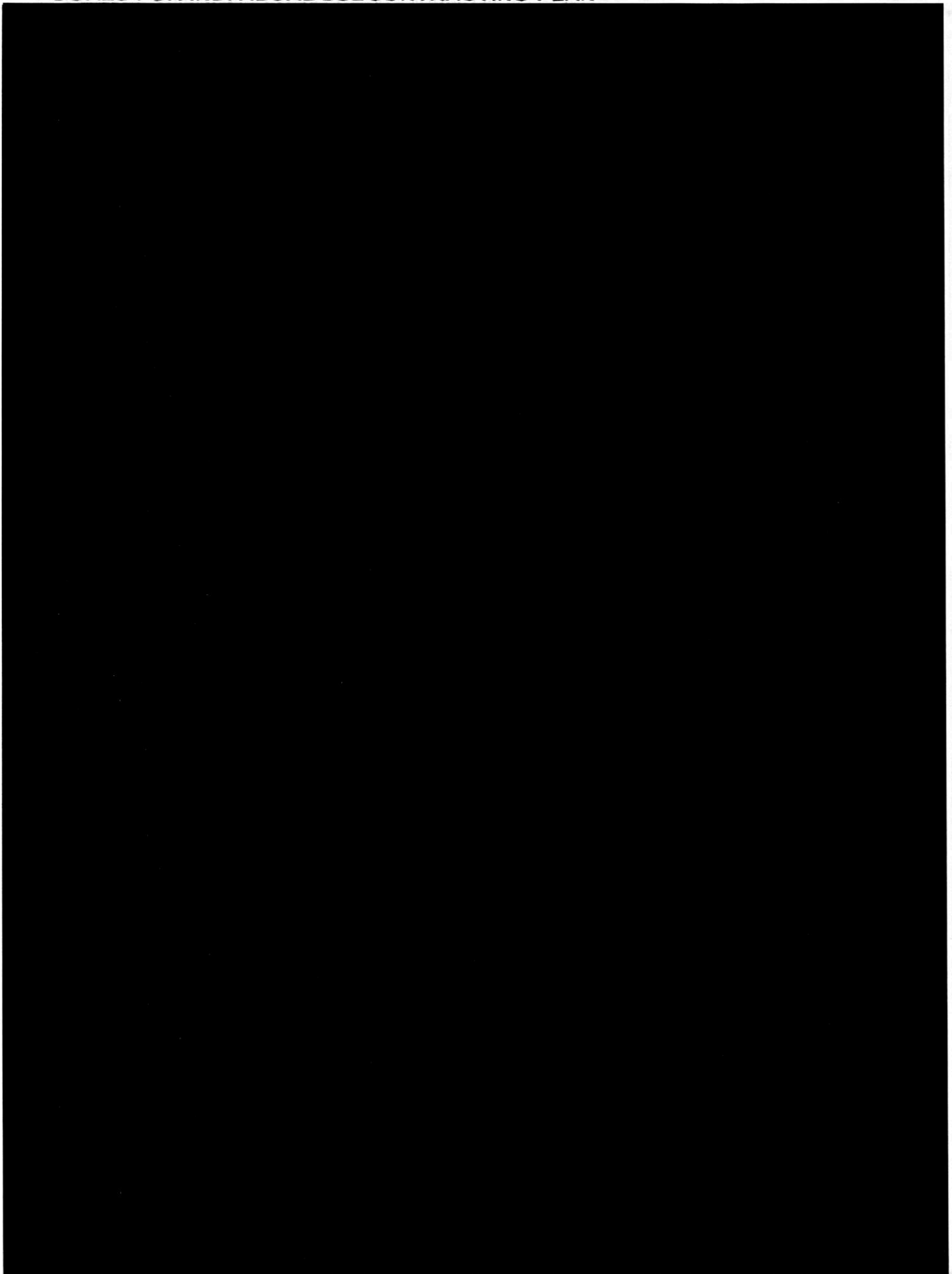
SECTION J - LIST OF ATTACHMENTS

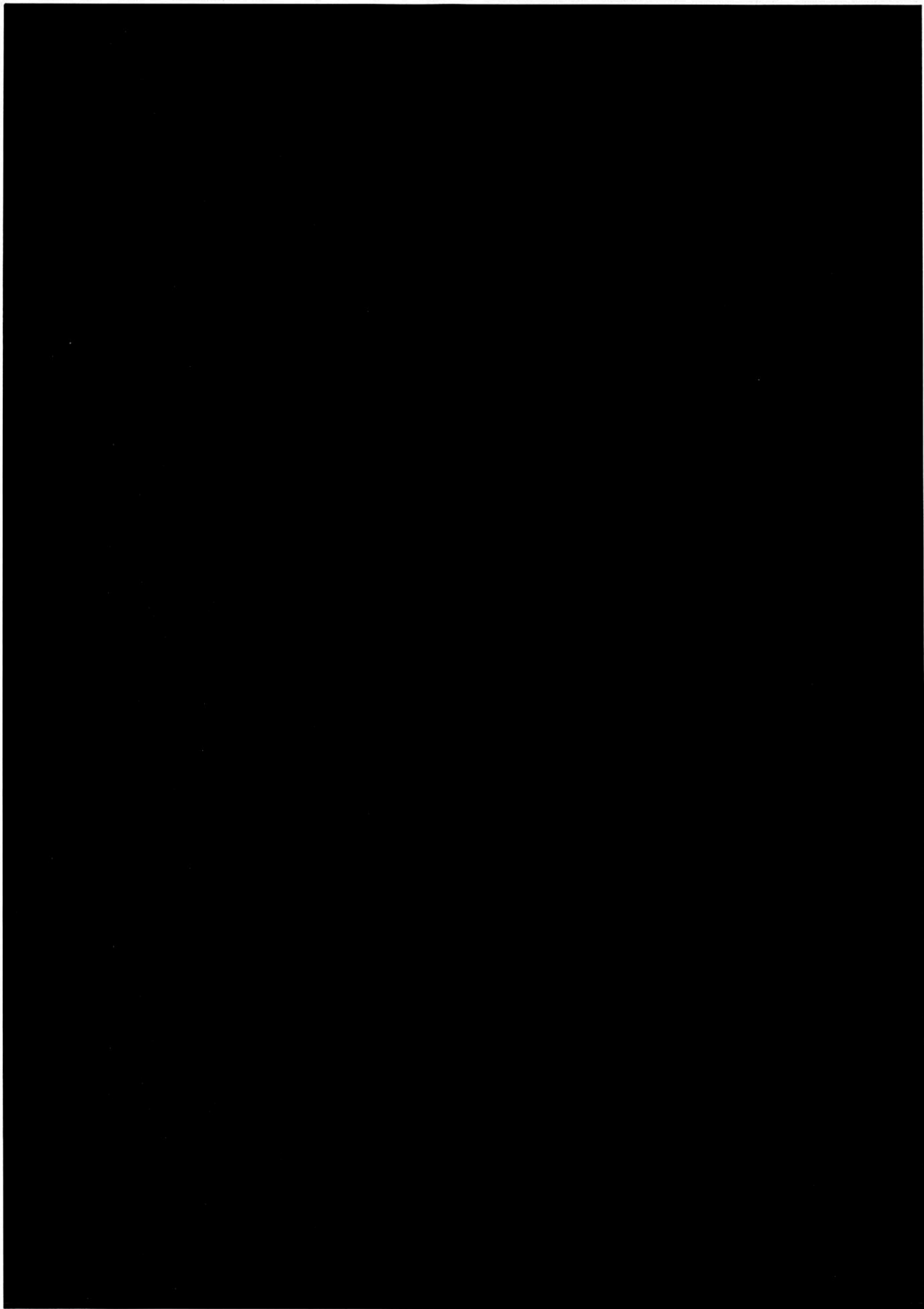
1. Subcontracting Plan – 5 pages
2. OCI Avoidance/Mitigation Plan -5 pages

ATTACHMENT A
GOALS FOR INDIVIDUAL SUBCONTRACTING PLAN
Solicitation No. : DTEH61-12-R-00023



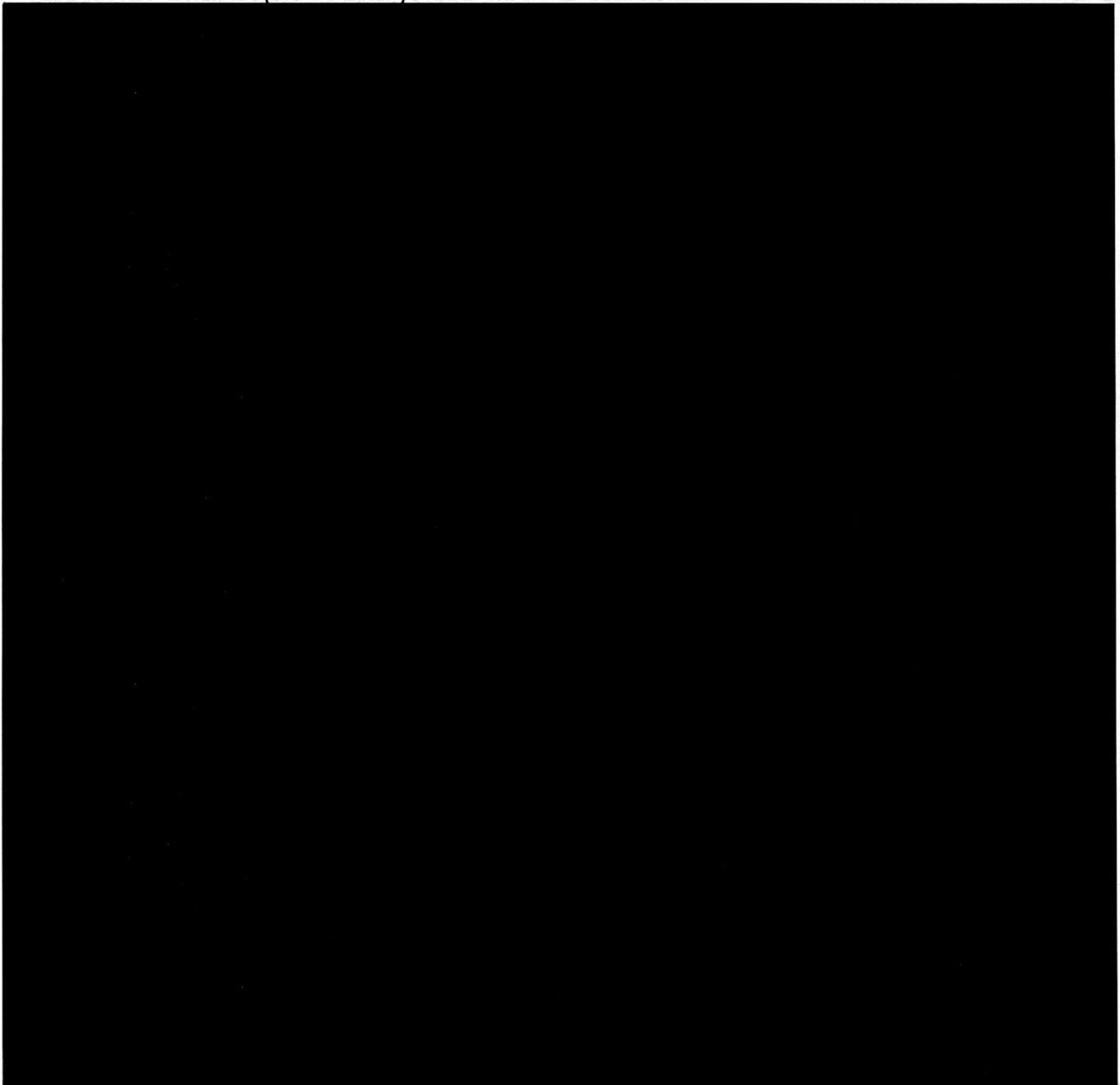
GOALS FOR INDIVIDUAL SUBCONTRACTING PLAN







PERIOD THREE (12 Months) 8/20/2014 – 8/19/2015



Approved By:

[REDACTED]

Contracts Administrator

Date: _____

Approved By:

[REDACTED]

Small Business Liaison Officer

Date: _____

Booz Allen Hamilton Inc.

Organizational Conflict of Interest (OCI) Avoidance/Mitigation Plan

for

US Department of Transportation (DOT) Surface Transportation Project Finance Center,



